



**HOUSING & REDEVELOPMENT
AUTHORITY (HRA) AGENDA**

Tuesday, December 6, 2011

6:50 p.m.

**Coon Rapids City Center
Council Chambers**

-
1. Call to Order
 2. Roll Call
 3. Approval of Minutes of Previous Meeting(s)
 4. Public Hearing
 - a. Sale of Single-Family Lot, 11301 Osage St., Scattered Site
 5. Old Business
 6. New Business
 7. Other Business
 8. Adjourn



Housing & Redevelopment Authority Regular Session

3.

Meeting Date: 12/06/2011

SUBJECT: Approval of Minutes of Previous Meeting(s)

Information

Approval of Minutes from Previous Meeting(s)

Attachments

11-15-11 Regular Meeting

Form Review

Form Started By: Cathy Sorensen

Started On: 12/01/2011 03:15 PM

Final Approval Date: 12/01/2011

UNAPPROVED

HOUSING AND REDEVELOPMENT AUTHORITY MEETING OF NOVEMBER 15, 2011

A meeting of the Coon Rapids Housing and Redevelopment Authority was called to order by Chair Howe at 6:50 p.m. November 15, 2011, in the Council Chambers.

Members Present: Chair Tim Howe, Commissioners Denise Klint, Melissa Larson, Paul Johnson, Jerry Koch, Bruce Sanders, and Scott Schulte

Members Absent: None

1. CALL TO ORDER

Chair Howe called the meeting to order at 6:50 p.m.

2. ROLL CALL

None.

3. APPROVAL OF MINUTES OF OCTOBER 18, 2011

MOTION BY COMMISSIONER SCHULTE, SECONDED BY COMMISSIONER JOHNSON, TO APPROVE THE OCTOBER 18, 2011, MINUTES AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

4. CONS. PURCHASE OF SINGLE FAMILY HOUSE, 311 NORHTDALE BOULEVARD:
 - A. APPROVE THE PURCHASE AGREEMENT
 - B. AUTHORIZE THE CHAIR AND SECRETARY TO EXECUTE THE PURCHASE AGREEMENT
 - C. AUTHORIZE STAFF TO EXECUTE OTHER CLOSING DOCUMENTS AS NECESSARY

Community Development Specialist Brown stated The HRA is asked to consider purchasing a single-family house at 311 Northdale Boulevard.

The single-family house located at 311 Northdale Boulevard is in poor condition. Over the last several years, City Staff have addressed multiple building maintenance issues at the property. The property has been vacant since at least 2008 and went through foreclosure. The current owner purchased the property in 2010 and proposed converting it to an office. However, the conversion turned out to be impractical and cost-prohibitive. Because the current zoning is Office, the structure cannot be reoccupied as a residence.

Staff believes that acquisition of this property will allow for removal of a blighted structure and facilitate future redevelopment and street realignment. Staff negotiated a sale price of \$45,000. The Current owner purchased the property in 2010 for \$42,500. Staff proposes demolishing the house and holding the land until street reconfiguration occurs and redevelopment is feasible.

Sufficient funds exist in the HRA account to cover the purchase and demolition.

Commissioner Schulte said this property was being presented for purchase at the right time and price.

Commissioner Klint said she agreed on the price but was not convinced on the County's plans for road reconstruction and therefore the need for the purchase. She said she would rather focus on other homes such as Coon Rapids Boulevard.

Commissioner Johnson agreed with Commissioner Klint, adding if the property owner was so interested, we should offer less. He referred to access for the water treatment plan, adding he would be opposed to this purchase.

Chair Howe inquired about the former flooring store zoning and Comprehensive Plan change and asked about future plans. Community Development Director Nevinski said staff thought it made sense to include all these properties and not just one.

Commissioner Schulte said this is a small house between two commercial buildings that will likely not be used for a business again as it would be cost prohibitive.

Chair Howe asked if this acquisition would be done through the Scattered Site Acquisition (SSA) program. Mr. Nevinski said the property would likely be retained through the HRA and not SSA.

Chair Howe asked about the vision for the site. Mr. Nevinski said the property would likely be purchased and held or used for access for the treatment plant.

Commissioner Klint inquired about the nearby business, Rebel Sports. Commissioner Schulte said the sale has not gone through and though there may not be many modifications it would be a moot point as the house is in the wrong area.

Chair Howe noted the Planning Commission agenda item was to change this area from Office to Community Commercial for all three lots.

Commissioner Klint said that would make this even more viable for sale to property owners on either side.

Commissioner Sanders said the property is vacant now and that would not be likely.

Commissioner Johnson inquired about the egress for the water treatment plant and access from Northdale Boulevard. Executive Director Fulton said the entrance on the east side causes limitations. He said the first three properties from Foley Boulevard would be required to make this vision work. He said site assembly is the City's responsibility so this acquisition would be good. He added that the City would want to retain a piece for access purposes.

MOTION BY COMMISSIONER SANDERS, SECONDED BY COMMISSIONER SCHULTE, TO APPROVE THE PURCHASE AGREEMENT WITH LYLE AND DARLENE CLEMENSON FOR THE PROEPRTY AT 311 NORTHDAL BOUELVARD; AUTHORIZE THE CHAIR AND SECRETARY TO EXECUTE THE DEED; AND AUTHORIZE STAFF TO EXECUTE OTHER CLOSING DOCUMENTS AS NECESSARY. THE MOTION PASSED 4-3, CHAIR HOWE, COMMISSIONERS KLINT AND JOHNSON OPPOSED.

5. OTHER BUSINESS

None.

6. ADJOURN

MOTION BY COMMISSIONER SANDERS, SECONDED BY COMMISSIONER SCHULTE, TO ADJOURN THE NOVEMBER 15, 2011, HRA MEETING AT 7:01 P.M. THE MOTION PASSED UNANIMOUSLY.

Respectfully submitted,

Cathy Sorensen
City Clerk



Housing & Redevelopment Authority Regular Session

4. a.

Meeting Date: 12/06/2011

Subject: Sale of Single-Family Lot, 11301 Osage St., Scattered Site

Submitted For: Matt Brown, Community Development Specialist

From: Cindy Hintze, Administrative Specialist

Information

INTRODUCTION

The HRA is asked to consider the sale of a single-family lot at 11301 Osage Street acquired as part of the Scattered Site Acquisition (SSA) program.

DISCUSSION

The property at 11301 Osage Street was acquired through the SSA program in 2007 for \$115,000. The house located on the property was demolished. Novak-Fleck Builders has offered \$30,000 for the lot, which reflects current market value. The buyer proposes to construct a three-bedroom, two-bathroom split-entry that meets the HRA's established design criteria. Staff feels that the design is compatible with surrounding houses.

A purchase and redevelopment agreement for the property, which includes the proposed house plan, is attached. The agreement binds the buyer to constructing the proposed house by June 30, 2012 and also provides for the return of title to the HRA if the buyer should fail to perform as agreed.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Housing/Neighborhoods** section of the 2030 Strategic Vision in the following way:

Encourage construction of high-quality housing in older residential areas.

RECOMMENDATION

Staff recommends that the HRA:

- a. Conduct a public hearing.
- b. Approve the purchase and redevelopment agreement with Novak-Fleck, Incorporated for lot at 11301 Osage Street.
- c. Authorize the Chair and Secretary to execute the deed.
- d. Authorize Staff to execute other closing documents as necessary to close on the property.

Fiscal Impact

BUDGET IMPACT:

The sale of this lot will return \$30,000 to the Scattered Site Acquisition account.

Attachments

Location Map

Purchase Agreement

House Plan

Form Review

Inbox	Reviewed By	Date
Matt Brown	Matt Brown	11/29/2011 02:47 PM
Marc Nevinski	Marc Nevinski	11/29/2011 03:01 PM
Matt Fulton	Matt Fulton	11/30/2011 03:08 PM
Matt Brown	Matt Brown	12/01/2011 10:22 AM
Form Started By: Cindy Hintze		Started On: 11/29/2011 12:04 PM
Final Approval Date: 12/01/2011		



PURCHASE AND REDEVELOPMENT AGREEMENT

11301 Osage Street NW

15-31-24-24-0010

1. Parties. This Purchase and Redevelopment Agreement is made on December 6, 2011 between the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF COON RAPIDS, a public body corporate and politic under the laws of Minnesota having its office located at 11155 Robinson Drive, Coon Rapids, Minnesota 55433 (Seller), and NOVAK-FLECK, INCORPORATED (Buyer).

2. Offer/Acceptance. Buyer offers to purchase and Seller agrees to sell real property legally described as follows (the Property):

Lot 9 Block 1 Dailey & Herda 4th Addition, Anoka County Minnesota, subject to drainage and utility easement over rear 5 feet.

3. Price and Terms. The price for the Property is *Thirty Thousand Dollars (\$30,000)*, which Buyer shall pay as follows:

- a. Earnest money in the total amount of \$900.00 by certified check payable to the Seller upon execution of this Agreement. All earnest money shall be applied towards the purchase price.
- b. The balance of the purchase price by certified check on the date of closing
- c. The Date of Closing shall be within thirty (30) days of the date of this agreement unless otherwise mutually agreed upon by the parties.

4. Document to be delivered at closing. On the closing date, Buyer shall deliver to Seller the balance of the purchase price and Seller shall deliver to Buyer:

- a. A duly executed general warranty deed, conveying marketable title to the Property to Buyer, subject only to the performance of the Buyer as described in Section 20 and to:
 - i. Building and zoning laws, ordinances, State and Federal regulations;
 - ii. Utility and drainage easements which do not interfere with Buyer's intended use of the Property; and
 - iii. Reservation of any minerals or mineral rights to the State of Minnesota.
- b. A duly executed affidavit of Seller.
- c. All documents necessary to establish marketable title to Buyer.

5. Real Estate Taxes and Special Assessments. On or before the Date of Closing, Seller will pay all delinquent real estate taxes, penalties, and interest, if any. Real estate taxes due and payable in the year of closing will be prorated between Buyer and Seller as of the Date of Closing. Seller shall pay on Date of Closing all special assessments levied against the Property as of the date of this agreement. Seller represents that there are no special assessments pending as of the date of this agreement. If a special assessment becomes pending after the date of this agreement and before the Date of Closing, Buyer may, as Buyer's option:

- a. Assume payment of the pending special assessment without adjustment to the purchase agreement price of the property; or
- b. Require Seller to pay the pending special assessment and Buyer shall pay a commensurate increase in the purchase price of the Property, which increase shall be the same as the estimated amount of the assessment; or
- c. Declare this agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer.

6. Marketability of Title. Buyer shall have ten (10) days after the date of this Agreement to examine the title to the Property and to deliver written objections to title, if any, to Seller. Seller shall have thirty (30) days after receipt of written objections to cure title defects. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 30-day period. Seller shall permit no additional encumbrances to be made upon the Property between the date of this Agreement and the Date of Closing.

7. Title Clearance and Remedies. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Date of Closing, then, at the option of the Buyer: this Purchase Agreement shall be null and void; neither party shall be liable for damages hereunder to the other; the Earnest Money, if any, shall be refunded to the Buyer; and Buyer and Seller agree to sign a cancellation of this Purchase Agreement.

- a. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:
 - i. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
 - ii. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.
- b. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
 - i. Seek damages from Seller including costs and reasonable attorney's fees;

- ii. Seek specific performance within six months after such right of action arises.

8. Condition of Property. Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property AS IS. Buyer has the right, at its own expense, to take soil samples for the purpose of determining if the soil is suitable for construction of the dwelling noted in Section 12 below. If the soil is determined by to be unacceptable, the Buyer may rescind this agreement by written notice to the Seller, in which case the agreement shall be null and void and all earnest money paid hereunder shall be refunded to the Buyer. Seller makes no warranties as to the condition of the Property.

9. Well Disclosure.

☐ Seller certifies that Seller does not know of any wells on the property; OR

☒ Wells on the subject real property are disclosed by Seller on the Well Disclosure form attached to this agreement as Exhibit A.

10. Individual Sewage Treatment System Disclosure.

☒ Seller certifies that there is no individual sewage treatment system on or serving the property; OR

☐ Individual sewage treatment systems on or serving the property are disclosed by seller on the attached disclosure statement.

11. Methamphetamine Disclosure. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

12. Construction of Dwelling. Buyer agrees that it will construct or pay for the construction of a new single family dwelling on the property. This covenant shall survive the delivery of the deed.

a. The single family dwelling constructed in accordance with this Section shall be referred to as the "Minimum Improvements".

b. The Minimum Improvements shall be those shown in the proposal which was submitted to and approved by the Seller on October 27, 2011 and which is attached to this Agreement as Exhibit B. The Minimum Improvements shall be built in accordance with the Site and Building Standards attached as Exhibit C.

c. **Deadline for Construction.** Construction of the dwelling on the property must be substantially completed by June 30, 2012. The dwelling shall be judged to have been "substantially completed" when the Minimum Improvements have been completed and the final Certificate of Occupancy for the Minimum Improvements has been issued by the Building Official.

d. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Buyer to construct such Minimum Improvements (including the date for completion thereof), the Seller will furnish the Buyer with a Certificate of Completion for such improvements. Such certification by the Seller shall be (and it shall be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the deed with respect to the obligations of the Buyer and its successors and assigns, to construct the Minimum Improvements and the dates for completion thereof.

The certificate provided for in this Section of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Seller shall, within thirty (30) days after written request by the Buyer, provide the Buyer with a written statement, indicating in adequate detail in what respects the Buyer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Seller for the Buyer to take or perform in order to obtain such certification.

The construction of the Minimum Improvements shall be deemed to be substantially completed when the Buyer has received a final certificate of occupancy from the responsible inspecting authority.

13. Time is of the essence for all provisions of this contract.

14. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address shown in Section 1 above and, if mailed, are effective as of the date of mailing.

15. Minnesota Law. This contract shall be governed by the laws of the State of Minnesota.

16. Nonassignable Agreement. This Agreement may not be assigned. In the event of the death of the Buyer before the Date of Closing, this Purchase Agreement shall be null and void, and all Earnest Money shall be paid to the Buyer's estate.

17. Revesting Title in Seller upon Happening of Event Subsequent to Conveyance to Buyer. In the event that subsequent to conveyance of the Property or any part thereof to the Buyer and prior to receipt by the Buyer of the Certificate of Completion for of the Minimum Improvements, the Buyer, subject to Unavoidable Delays (as hereafter defined), fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand from the Seller to the Buyer to do so, then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Buyer, it being the

intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Buyer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of the Buyer and failure on the part of the Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall revert to the Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

Notwithstanding anything to the contrary contained in this Section, the Seller shall have no right to reenter or retake title to and possession of a portion of the Property for which a Certificate of Completion has been issued.

For the purposes of this Agreement, the term "Unavoidable Delays" means delays beyond the reasonable control of the Buyer as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in the Buyer's obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under this section of this Agreement.

18. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the Seller of title to and/or possession of the Property or any part thereof as provided in Section 17, the Seller shall apply the purchase price paid by the Buyer under Section 3 of this Agreement as follows:

- (a) First, to reimburse the Seller for all costs and expenses incurred by the Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Seller assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of revesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Minimum Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Seller by the Buyer and its successor or transferee; and

(b) Second, to reimburse the Buyer for the balance of the purchase price remaining after the reimbursements specified in paragraph (a) above. Such reimbursement shall be paid to the Buyer upon delivery of an executed, recordable warranty deed to the Property by the Buyer to the Seller.

19. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: _____

SELLER:

HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
COON RAPIDS

By: _____
Tim Howe, Chair

By: _____
Paul Johnson, Secretary

Dated: _____

BUYER:

NOVAK-FLECK INCORPORATED

By: _____
Rick Novak, President

Approved as to form:

Stoney Hiljus
City Attorney

Exhibit A: Well Disclosure
Exhibit B: House Plans
Exhibit C: Site and Building Standards

Exhibit A - Well Disclosure - None

Exhibit B - House Plans

Exhibit C - Site and Building Standards

OFFER FORM

Scattered Site Acquisition Program
Coon Rapids Housing and Redevelopment Authority

BUYER INFORMATION

Company/Buyer Name: NOUAK - FLECK INC.

Contact Person: Dale ANDERSON

Address: 8857 ZEALAND AVE

Phone: 612-709-3316 Fax: Cell:

Email: djanderson@comcast.net

I am offering \$ 25,000.⁰⁰ for the parcel located at:

11301 OSAGE ST N.W. COON RAPIDS
(a separate application form is required for each parcel)

ATTACHMENT CHECKLIST

Please include the following with your offer:

☒ Offer Form

☒ Copy of Builder's State of Minnesota Contractor's License

☒ Floor Plan

☒ Elevations

☒ Landscaping Plan

☐ Project Narrative, Description, Estimated Construction Schedule - NOT NEEDED IN THE PAST.

☒ (CASH) Financing Commitment Letter

☒ Earnest Money Check in the amount of 3% of the sale price

RIGHT ELEVATION
SCALE 1/8"=1'-0"

ROOF VENTS AS REQ'D

WALL VENTS

WALL VENTS

WALL VENT

REAR ELEVATION
SCALE: 1/8"=1'-0"

Architectural drawing of a building elevation. The drawing shows a gabled roof structure. The roof is labeled "2222 ASPHALT SHINGLES". The gable end is labeled "ALUM. BO. & PLYWOOD". The main wall is labeled "VINYL SIDING". There is a large window on the right side of the drawing. The drawing also includes dimensions: "10' 0\"/>

FRONT ELEVATION
SCALE 1/4"=1'-0"

[illegible]

WINDOW GUIDE

1998

[illegible]

ANZAC

STAYING POWER

WEDGEWOOD

STREET FLOOR	\$75.00
1ST FLOOR	\$75.00

SECOND FLOOR

COVER LEVEL = 462.00

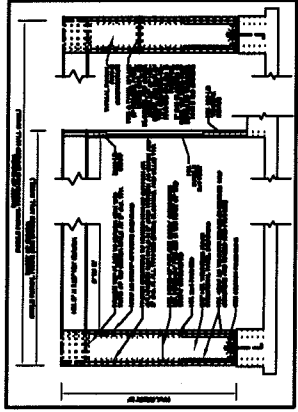
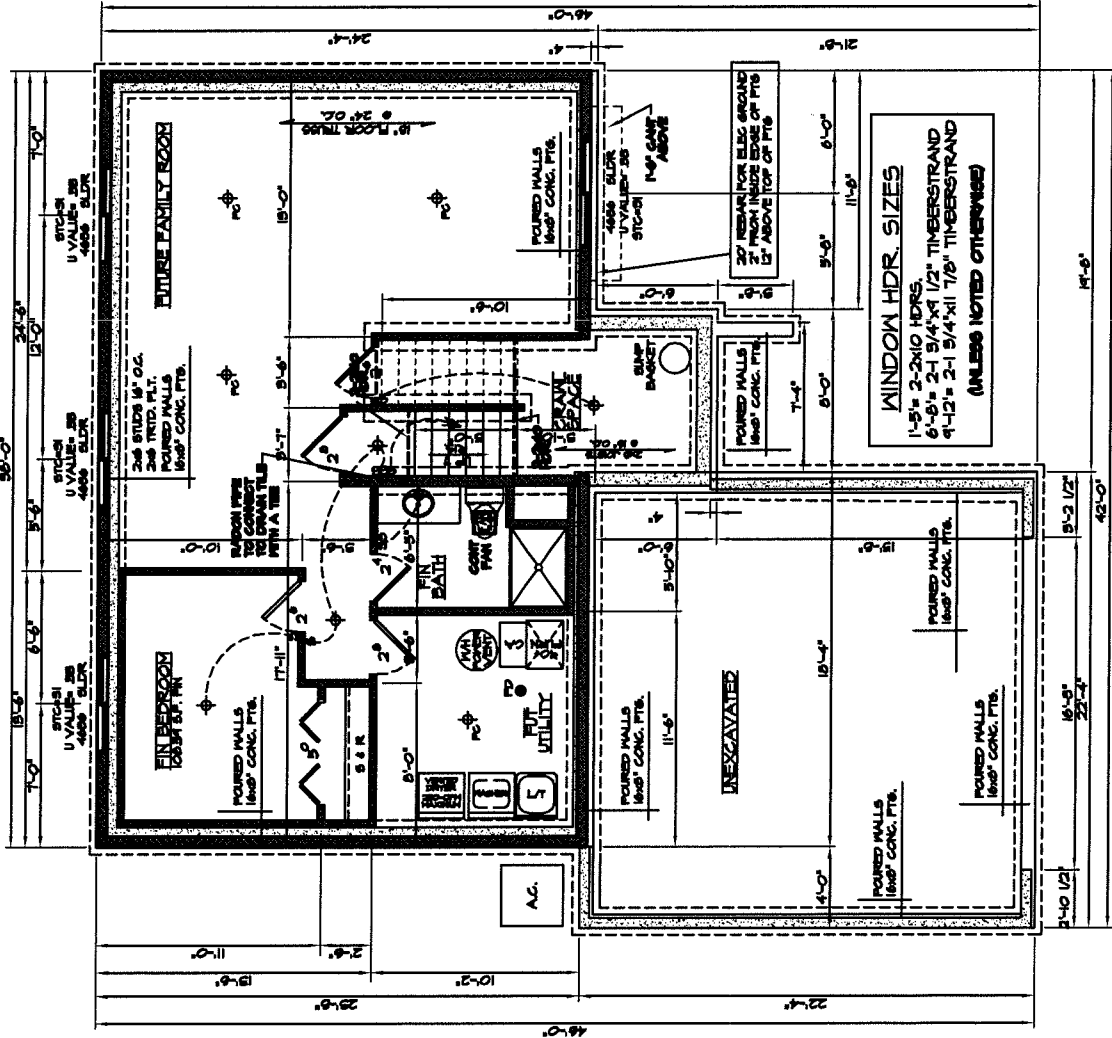
1. **NAME**

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5305 36th Ave

LOWER LEVEL & FOUNDATION PLAN

SCALE 1/4"=1'-0"



WINDOW HDR. SIZES
1'-5" = 2-2X10 HDRS.
6'-5" = 2-1 5/4"X9 1/2" TIMBERSTRAND
9'-12" = 2-1 5/4"X11 7/8" TIMBERSTRAND
(ALSO NOTED OTHERWISE)

NOTES

1. ALL DIMENSIONS ARE SHOWN IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY.
2. ALL DIMENSIONS ARE SHOWN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE SHOWN TO THE EXTERIOR UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE SHOWN TO THE INTERIOR UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE SHOWN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE SHOWN TO THE EXTERIOR UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE SHOWN TO THE INTERIOR UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE SHOWN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE SHOWN TO THE EXTERIOR UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE SHOWN TO THE INTERIOR UNLESS OTHERWISE NOTED.



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NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

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WINDOW GUIDE

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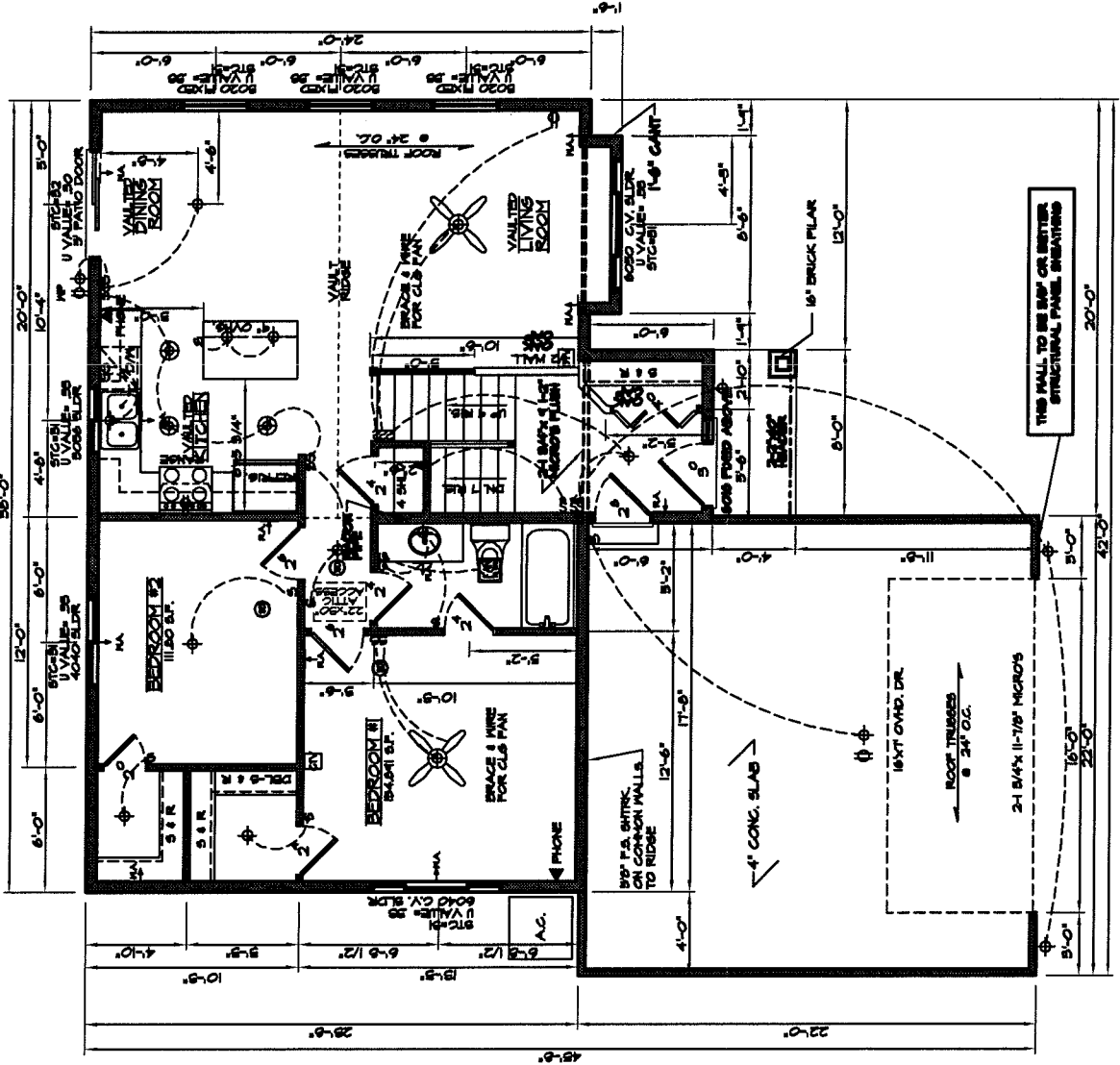
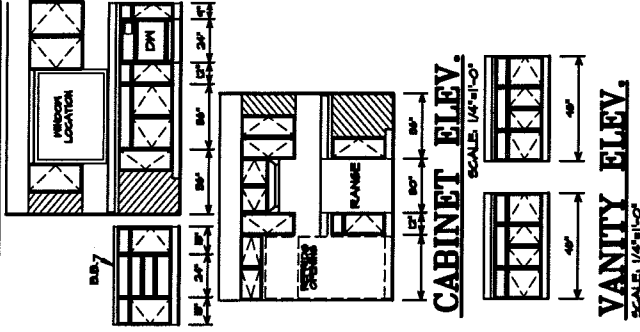
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FLOOR PLAN
SCALE: 1/4"=1'-0"



Novak-Fleck, Inc.

Custom Home Builder

Novak-Fleck, Incorporated proposes the landscaping for 11301 Osage Street NW, Coon Rapids, MN. Shall meet the following requirements:

- *Entire yard to have sod
- *10 Shrubs
- *Mulch and edging
- *Keep any existing mature trees
- *Asphalt Driveway

We believe that the landscaping will meet and exceed the City requirements.

Thank you,

Novak-Fleck, Incorporated
Custom Home Builder



8857 Zealand Avenue North • Brooklyn Park, MN 55445
(763) 424-4955 • Fax: (763) 391-6680 • www.novak-fleck.com

Builder License #0001631



Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
443 Lafayette Road N
Saint Paul, MN 55155

Licensing and Certification Services
Phone: 651.284.5034
Email: DLI.License@state.mn.us
Website: www.dli.mn.gov/ccld.asp

NOTICES

NOT TRANSFERABLE

CHANGE YOUR BUSINESS STRUCTURE
SUBMIT A NEW APPLICATION FOR NEW ENTITY

RENEW OR REPLACE INSURANCE POLICY
SUBMIT NEW CERTIFICATE OF INSURANCE

NOVAK FLECK INCORPORATED
8857 ZEALAND AVE N
BROOKLYN PARK, MN 55445

NOTIFY THE DEPARTMENT OF A CHANGE IN YOUR BUSINESS.

Failure to do so, subjects you to administrative penalties of up to \$10,000.

15-Day Notice Requirement – Forms available online at www.dli.mn.gov/CCLD/LicUpdate.asp

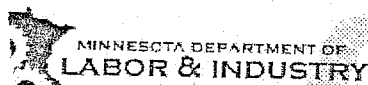
- Change in business' physical address, mailing address, phone number, or email address
- Change in control, owners, officers, directors, members, partners
- Change in business' legal name and/or assumed name
- Loss of or change in QUALIFYING BUILDER
- Change in general liability insurance or workers' compensation insurance coverage

Immediate Notice Requirement – Notification to DLI in writing

- Judgment Debtor. A licensed contractor has 15 days to provide written notice of the finding that it is found to be a judgment debtor based upon conduct requiring licensure.
- Bankruptcy Petition Filed. A licensed contractor has 15 days to provide written notice that it filed a petition for bankruptcy.
- Conviction Notice. A licensed contractor has 10 days to provide written notice that it has been found guilty of a felony, gross misdemeanor, misdemeanor or any comparable offense related to the license, including convictions of fraud, misrepresentation, misuse of funds, theft, criminal sexual conduct, assault, burglary, conversion of funds, or theft of proceeds in this or any other state or any other United States jurisdiction.

YOUR CERTIFICATE IS BELOW THE PERFORATION.

SHOW CERTIFICATE WHEN OBTAINING PERMITS.



RESIDENTIAL BLDG CONTRACTOR

Construction Codes and Licensing Division
Website: www.dli.mn.gov/ccld.asp

Licensing and Certification Services
Email: dli.license@state.mn.us

443 Lafayette Road N St. Paul, MN 55155
Phone: 651.284.5034

This is to certify that the certificate holder is licensed as a RESIDENTIAL BUILDING CONTRACTOR in the state of Minnesota and is in compliance with Minnesota Statutes 326B 805, and may build residential real estate, contract or offer to contract with an owner to build residential real estate, and contract or offer to contract with an owner to improve existing residential real estate; provided the responsible individual is at all times a QUALIFYING BUILDER and the certificate holder maintains compliance with the required general liability insurance, and workers' compensation laws.

License : RESIDENTIAL BLDG CONTRACTOR
Lic Number : BC001631 NOVAK FLECK INCORPORATED
Effective Date : 8857 ZEALAND AVE N
Expiration Date : 03/31/2012 BROOKLYN PARK, MN 55445

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VERIFY UP-TO-DATE STATUS, BOND, AND INSURANCE INFO AT www.dli.mn.gov/ccld/LicVerify.asp (ENTER NUMBER).